



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavy**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

September 23, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**LOS ANGELES IMMUNIZATION NETWORK - SERVICES AGREEMENTS WITH ORANGE COUNTY HEALTH CARE AGENCY, CITY OF LONG BEACH, AND PASADENA DEPARTMENT OF PUBLIC HEALTH (All Districts) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Health Services, or his designee, to sign an agreement with Orange County Health Care Agency, substantially similar to Exhibit I, to work jointly with the County of Los Angeles (County) in the implementation, evaluation, and support of the Los Angeles Immunization Network (LINK), for a maximum obligation of \$35,493, effective upon Board approval through June 30, 2005 with provision for a one-year automatic renewal through June 30, 2006, subject to receipt of funding from the California Department of Health Services (CDHS) for the renewal period.
2. Approve and instruct the Director of Health Services, or his designee, to sign two individual amendments, substantially similar to Exhibits II and III, to renew Agreement No. 700219 with the City of Long Beach (CLB) and Agreement No. H-700220 with Pasadena Public Health Department (PPHD) to continue the development, implementation, evaluation, and support of LINK, for a maximum obligation of \$40,635, and \$62,068, respectively, effective July 1, 2005 through June 30, 2006, contingent upon receipt of CDHS funding for the renewal term, and upon review and approval of County Counsel and Chief Administrative Office, and notification to Board offices.
3. Authorize and delegate authority to the Director of Health Services, or his designee, to authorize the increase or decrease of funding up to 15% of the maximum obligation of each of the above subject agreements based on availability of funds during the term.

PURPOSE OF THE RECOMMENDED ACTIONS/JUSTIFICATION:

Board approval of the referenced agreements will enable the Department of Health Services (Department) to jointly work with OCHCA, CLB, and PPHD to implement LINK, a local automated immunization and reminder system designated to monitor and track immunized children through the use of an automated registry and recall system, thus meeting CDHS' requirement to participate in a regional registry.

FISCAL IMPACT/FINANCING:

The total cost for Fiscal Year (FY) 2004-2005 agreement with OCHCA is \$35,493, 100% funded by CDHS Agreement No. 04-35315. Funding is included in the FY 2004-05 Adopted Budget.

The total cost for the FY 2005-06 recommended contractual actions is \$138,196 (\$35,493 for OCHCA, \$40,635 for CLB, and \$62,068 for PPHD), 100% offset by State funds. The contractual obligation for FY 2005-06 is subject to receipt of funding from CDHS. Funding will be included in the FY 2005-06 budget request.

There is no net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1996, the Board has accepted immunization funds from CDHS for the automated immunization and reminder system.

On July 28, 2004, under the Board's delegated authority of February 10, 2004, on July 28, 2004, the Department accepted Standard Agreement No. 04-35315 to continue support of the Statewide Immunization Information System for FY 2004-05 in the amount of \$459,163; this amount included funding in the amount of \$138,196 for subcontract agreements. Under the same authority, the Department is currently processing FY 2004-05 renewal agreements with CLB and PPHD in the amounts of \$40,635 and \$62,068 respectively.

This is the first agreement with OCHCA, which will be effective upon Board's approval through June 30, 2005, with provision for a one-year automatic renewal, contingent upon receipt of funds from CDHS. Based on prior request from OCHCA and with County Counsel's approval, the following paragraphs were waived from the agreement: 1) Paragraph 4 - C of Additional Provisions, "A notice of Contractor's compliance with non-discrimination paragraph is to be sent to all labor unions, workers representative organizations."; 2) "Consideration of County's Department of Public Social Services ("DPSS") Greater Avenues for Independence ("GAIN") Participants for Employment", and 3) "Contractor's Willingness to Consider County's Employees for Employment".

The recommended contractual actions will enable the Department to continue the implementation of LINK, and meet CDHS requirement to participate in a regional registry.

County Counsel has reviewed and approved the agreement with OCHCA and the renewal agreements with CLB and PPHD as to use and form.

Attachments A provides additional information. Attachment B is the County budget.

CONTRACTING PROCESS:

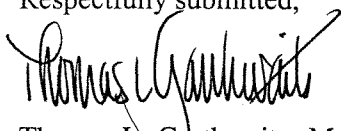
Advertisement of the Los Angeles County Online Web Site is not appropriate at this time, as services are being provided through providers selected by CDHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

LINK continues to support the Los Angeles County Immunization Program's objectives to decrease the occurrence of vaccine-preventable disease by giving public and private providers access to complete an accurate client immunization histories, recommended immunization schedules, and reminder/recall functions.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:jr

Attachments (5)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

ImmunLink.jr.wpd

**SUMMARY OF AGREEMENTS**

1. **TYPE OF SERVICES:**

Provision of a local automated immunization information and reminder system to ensure adequate immunization of all children in the community from vaccine-preventable disease.

2. **AGENCY ADDRESS/CONTACT PERSON:**

Orange County Health Care Agency  
405 West 5th Street, 6th floor  
Santa Ana, California 92701  
Attention: Margaret Beed, MD, Chief Medical Officer  
Telephone: (714) 834-3195 - Facsimile (Fax) (714) 834-5506  
Electronic mail (e-mail): [mbeed@ochca.com](mailto:mbeed@ochca.com)

Long Beach Department of Health and Human Services  
2525 Grand Avenue  
Long Beach, California 90815  
Attention: Ronald Arias, Director  
Telephone: (562)570-4016 - Facsimile (Fax) (562)570-4049  
Electronic mail (e-mail): [Ronald\\_arias@longbeach.org](mailto:Ronald_arias@longbeach.org)

Pasadena Public Health Department  
1845 North Fair Oaks Avenue  
Pasadena, California 91103  
Attention: Ms. Wilma J. Allen, Director  
Telephone: (626) 744-6044 - Facsimile (Fax): (626) 744-6113  
Electronic mail (e-mail): [djordan@cityofpasadena.net](mailto:djordan@cityofpasadena.net)

3. **TERM OF AGREEMENTS:**

The term of the agreement with OCHCA is effective upon Board approval through June 30, 2005 with provision for a one year automatic renewal through June 30, 2006. The recommended amendments with CLB and PPHD are effective on July 1, 2005 through June 30, 2006. The contractual activities for FY 2005-06 are subject to receipt of CDHS funding for FY 2005-06.

4. **FINANCIAL INFORMATION:**

The total cost for FY 2004-2005 agreement with OCHCA is \$35,493, 100% funded by CDHS Agreement No. 04-35315. Funding is included in the FY 2004-05 Adopted Budget.

The total cost for the FY 2005-06 recommended contractual actions is \$138,196 (\$35,493 for OCHCA, \$40,635 for CLB, and \$62,068 for PPHD), 100% offset by State funds. Contractual obligation for FY 2005-06 is subject to receipt of funding from CDHS. Funding will be included in the FY 2005-06 budget request.

There is no net County cost associated with these actions.

5. PRIMARY GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

Dr. Robert Kim-Farley, M.D., M.P.H.  
Director, Communicable Disease Control and Prevention

7. APPROVALS:

Public Health: John F. Schunhoff, Ph. D., Chief of Operations

Contracts Administration: Irene E. Riley, Director

County Counsel (approval as to form): Robert Ragland, Senior Deputy

<p>COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES</p> <p>PUBLIC HEALTH</p> <p>IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2004-2005</p> <p>COUNTY BUDGET</p> <p>JULY 1, 2004 through JUNE 30, 2005</p>
---

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>REQUESTED BUDGET</u>
Data Systems Analyst I	1	100%	\$3,872 - \$5,048	60,576
Data Systems Analyst II	1.5	100%	\$4,157 - \$5,423	97,614
Data Systems Coordinator	1	100%	\$5,064 - \$6,605	79,260
Subtotal Staff				\$237,450
Less Salary Savings			8.5%	(20,183)
Adjusted Total Staff				\$217,267
Employee Benefits			35.0%	76,043
<b>TOTAL PERSONNEL SERVICES</b>				<b>\$293,310</b>
<b>OPERATING EXPENSES</b>				
Services and Supplies				19,657
Health Education Materials				2,000
<b>TOTAL OPERATING EXPENSES</b>				<b>\$21,657</b>
<b>TRAVEL &amp; PER DIEM EXPENSES</b>				
In-State Travel				4,000
Out-of-State Travel				2,000
<b>TOTAL TRAVEL &amp; PER DIEM EXPENSES</b>				<b>6,000</b>
<b>TOTAL OPERATING/EQUIPMENT/TRAVEL EXPENSES</b>				<b>\$27,657</b>
<b>SUBCONTRACT EXPENSES</b>				
Pasadena Public Health Department				62,068
Long Beach Department of Health & Human Services				40,635
County of Orange Health Care Agency				35,493
<b>TOTAL SUBCONTRACT EXPENSES</b>				<b>\$138,196 *</b>
<b>TOTAL GRANT COST</b>				<b>\$459,163 **</b>
Indirect Cost			21.797%	47,358
<b>TOTAL PROGRAM COST</b>				<b>\$506,521</b>

\* Amount to be approved under this action.

\*\* Amount previously approved under Board's delegated authority

Contract No. \_\_\_\_\_

## LOS ANGELES IMMUNIZATION NETWORK

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ORANGE COUNTY HEALTH CARE  
AGENCY (hereafter  
"Contractor").

WHEREAS, in connection with its participation in the State of California's Immunization Program, County's Department of Health Services (hereafter "DHS") has established the Los Angeles Immunization Network (hereafter "LINK"), the objective of which is a local automated immunization and information reminder system to ensure adequate immunization of all children in the community; and

WHEREAS, LINK is designed to monitor and track immunized children through the use of an automated registry and recall system by use of specific secured measures, and allows participating immunization providers the ability to access and retrieve client immunization history on an on-line basis for the purpose of issuing immunizations and reminders and/or recall notifications; and

WHEREAS, LINK provides local support to the Statewide Immunization Information System (SIIS); and

WHEREAS, County's Director of Health Services has determined that the implementation and development of the local automated immunization system is needed to improve service delivery to make immunizations more accessible and readily available to the infant and toddler populations residing in Los Angeles County and Orange County;

WHEREAS, State is providing funding for the implementation of LINK to the County and County desires to engage Contractor to work jointly with County to continue working on the implementation of LINK and Contractor is willing to work with County to provide such services, and

WHEREAS, this Agreement is authorized by California Government Code Sections 26227 and 53703 and otherwise.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall commence on the date of approval by the County of Los Angeles Board of Supervisors ("Board") and shall remain in full force and effect to, and including June 30, 2005. This Agreement shall be thereafter automatically renewed for an additional twelve (12) months, effective July 1, 2005 through June 30, 2006, contingent on the continued availability of State Immunization Program funding to County. If such State funding is not forthcoming, the parties agree that this Agreement shall be deemed terminated as of June 30, 2005.

If for any reason the State grant which funds this Agreement



is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice thereof to County. In any event, County may terminate this Agreement in accordance with the TERMINATION paragraph of the ADDITIONAL PROVISIONS hereunder.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibit A, Scope of Work (upon Board approval through June 30, 2005) and if this agreement is extended by written mutual consent, Exhibit B, Scope of Work (July 1, 2005 through June 30, 2006) attached hereto and incorporated herein by reference. Exhibit B may be revised by mutual consent as needed.

3. MAXIMUM OBLIGATION OF COUNTY: During the period commencing on the date of Board's approval through June 30, 2005,

the maximum obligation of County for Contractor's performance hereunder is Thirty Five Thousand Four Hundred Ninety-Three Dollars (\$35,493) as set forth in Schedule I "Budget, upon Board approval through June 30, 2005", attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2005 through June 30, 2006, the maximum obligation of County for Contractor's performance hereunder is Thirty Five Thousand Four Hundred Ninety-Three Dollars (\$35,493) as set forth in Schedule II "Budget, July 1, 2005 through June 30, 2006", attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for expenditure categories (i.e., Operating Expenses), as set forth in Exhibit A and Schedule I and Exhibit B and Schedule II, attached hereto, and County shall be obligated to pay Contractor only to the extent that such expenses are reimbursable to County from the State.

4. BILLING AND PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. County agrees to compensate Contractor in accordance with Schedule I of Exhibit A and Schedule II of Exhibit B, attached hereto.

B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and

clearly reflect all required information as specified on such invoices and/or forms as may be furnished or required by County. Such invoices shall detail actual reimbursable costs incurred by Contractor in accordance with Schedule I of Exhibit A and Schedule II of Exhibit B, attached hereto. Each original invoice shall be approved and signed by Contractor's duly authorized designee. Original invoices shall be submitted to: DHS; Public Health Immunization Program Office; 3530 Wilshire Boulevard, Suite 700; Los Angeles, California 90010; Attention: Contract Manager, with duplicate invoice to: Public Health Financial Management; 5555 Ferguson Drive, 1st Floor; City of Commerce, California 90022, Attention: Contracts and Grants Unit; no later than thirty (30) days after the end of each calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to

provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles and Orange Counties unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the Schedule(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the Schedule(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

H. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

5. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provisions of this Agreement, County shall not be obligated by any provisions of this Agreement during any of County's fiscal years unless funds to cover County costs hereunder are appropriated by County's Board of Supervisor. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30<sup>th</sup> of the prior fiscal year. County shall notify Contractor in

writing of such non-appropriation of funds at the earliest possible date.

6. OBJECTIVE: In order to assist the federal, State, or County governments in the objective to vaccinate eighty percent (80%) of children by the year 2010 with four doses of polio vaccine ("IPV"), three doses of diphtheria, tetanus, and acellular pertussis vaccine ("DTaP"), one dose of measles, mumps, rubella vaccine ("MMR"), three doses of Haemophilus influenzae Type b vaccine ("Hib"), and three doses of Hepatitis B vaccine ("Hep B") as of their second birthday, Contractor agrees to provide the following activities:

A. To assist in the implementation of an immunization registry system to ensure that the families of children age five (5) years and under in Los Angeles and Orange County are notified of immunizations due or past due.

B. To meet the objectives outlined for activities described in the exhibits attached hereto and incorporated herein by reference.

7. OTHER REQUIREMENTS: Contractor agrees to the following additional requirements:

A. During this contract/agreement period, to allow onsite visits by public health department representatives (local, State, and/or federal) to discuss and review the progress achieved in the implementation and maintenance of the aforementioned activities (Exhibits "A" and "B").

B. In accordance with the guidelines and format provided by the California Department of Health Services Immunization Branch and local health department, to submit, to the Los Angeles County Immunization Program by the 15th of the month following the end of each quarter, a written quarterly report of the progress and activities of this Agreement. In addition to the written report Contractor and Project Liaison, or his/her designee, may meet and discuss the above matters in person with Contractor and/or subcontractor.

C. To provide the necessary financial or immunization programmatic reports required by the local health department or non-profit fiscal agent and California Department of Health Services.

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County



may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer ("CAO"). If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph to this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review,

Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 11, Insurance Coverage Requirements, here below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State

in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: Department of Health Services; Contracts and Grants Division; 313 N. Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such

deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within Twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all

subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations  
Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - policy limit:	\$1 Million
Disease - each employee:	\$1 Million

D. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

12. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement or both, either in whole or in part, without the prior written consent of County, and any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to



County by any assignee or delegatee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which Contractor may have against County, whether under this Agreement or otherwise.

13. SUBCONTRACTING:

A. For purposes of this Agreement, any and all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for the provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the

form of a formally written subcontract amendment which must be approved in writing by Director in the same manner as described above, before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also or be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any

subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Paragraphs 9, 10, 11, 14, 16 and 17, of the body of this Agreement, as well as, all of the provisions of the ADDITIONAL PROVISIONS attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on

the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, guidelines, rules, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

15. ENDORSEMENT: Contractor shall not, in any manner,

advertise, publish or represent that County endorses the goods or services herein mentioned without the prior written consent of County. Any published document referencing County must have prior written consent of County.

16. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any Schedule(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

17. ALTERATION OF TERMS: The body of this Agreement including its ADDITIONAL PROVISIONS, together with the Schedules attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

19. CONSTRUCTION: To the extent there are any rights,

duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 405 West 5th, Sixth Floor Santa Ana, California, 92701. Contractor's business telephone number is (714) 834-3195, facsimile/FAX number is (714) 834-5506 and electronic mail is mbeed@ochca.com, Contractor shall notify County, in writing, of any changes made to their business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective day(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

/

/

/

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Immunization Program  
3530 Wilshire Boulevard, Suite 700  
Los Angeles, California 90010

Attention: Contract Manager

- (2) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor-East  
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) ORANGE COUNTY HEALTH CARE AGENCY  
405 West 5th Street, Sixth Floor  
Santa Ana, California 92706

Attention: Contract Development and Management  
Manager

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

/

/

/

/

/

Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

ORANGE COUNTY HEALTH CARE AGENCY

Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

8/20/04



**Los Angeles Immunization Network (LINK)  
County of Orange Health Care Agency - Scope of Work  
Date of Board Approval to June 30, 2005**

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Objectives	Activities	Timeline*	Evaluation
Maintenance and enhancement of LINK regional Infrastructure	1. Participate in Executive Team meetings	As scheduled Ongoing	Meeting minutes
	2. Participate in development of regional plans, policies, procedures, forms, and materials		Meeting minutes, regional and local planning documents
	3. Participate in development of annual SIRS grant application		Written submission of grant content
	4. Participate in development of supplemental regional grant applications		Written submission of grant content
Recruit and deploy a minimum of eight (8) new providers in the County of Orange jurisdiction	1. Conduct demonstrations for interested providers	Ongoing	Monthly Report
	2. Identify potential barriers to participation and develop action plan to address barriers	Ongoing	Monthly Report
	3. Develop local deployment plans and timelines	Ongoing	Monthly Report
	4. Conduct programmatic and technical site assessments	Ongoing	Programmatic and Technical Site Assessment tools
	5. Coordinate/conduct technical site assessments	Ongoing	Technical Site Assessment tool
	6. Ensure providers meet all programmatic and technical requirements prior to deployment	Ongoing	Deployment Checklists
	7. Coordinate data migration process	Ongoing	Data migration checklist
	8. Schedule user training	Ongoing	Training calendar
	9. Schedule deployment date and coordinate deployment activities	Ongoing	Deployment Calendar/Deployment Checklists
	10. Provide on-site day-of-deployment support	Ongoing	Monthly Report

Objectives	Activities	Timeline*	Evaluation
Provide ongoing support to providers and conduct quality assurance	<ol style="list-style-type: none"> <li>1. Provide ongoing programmatic support to providers</li> <li>2. Provide ongoing on-site technical support to providers</li> <li>3. Assess provider and user satisfaction</li> <li>4. Formally evaluate provider progress and provide feedback a minimum of one time per year per provider</li> </ol>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Monthly Report</p> <p>Help Desk Log</p> <p>Satisfaction Survey Evaluation Report</p>
LINK representation	<ol style="list-style-type: none"> <li>1. Attend State SIDS Conferences</li> <li>2. Participate on SIDS Committees and local coalitions and committees</li> <li>3. Conduct presentations to community organizations and other interested groups</li> </ol>	<p>Semi-annual</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Travel Receipts</p> <p>Monthly Report</p> <p>Monthly Report</p>

<p align="center"> <b>COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES</b>  <b>PUBLIC HEALTH</b>  <b>IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2004-2005</b>  <b>COUNTY OF ORANGE HEALTH CARE AGENCY</b>  <b>Date of Board Approval through June 30, 2005</b> </p>
---

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>REQUESTED BUDGET</u>
Program Coordinator	1	50.0%	\$4,090 - \$4,699	21,146
Systems/Programmer Analyst II	1	10.0%	\$4,697 - \$6,333	5,700
Total Staff Costs				<u>\$26,846</u>
 FRINGE BENEFITS @			24.12%	 <u>6,476</u>
 TOTAL PERSONNEL COSTS				 \$33,322
 <u>OPERATING EXPENSES</u>				
Services and Supplies				300
Health Education Materials				0
Travel				1,871
Subcontracts				<u>0</u>
TOTAL OPERATING EXPENSES				2,171
 TOTAL BUDGET COSTS				 <u><u>35,493</u></u>

Los Angeles Immunization Network (LINK)  
County of Orange Health Care Agency - Scope of Work  
July 1, 2005 to June 30, 2006

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Objectives	Activities	Timeline*	Evaluation
Maintenance and enhancement of LINK regional Infrastructure	<ol style="list-style-type: none"> <li>1. Participate in Executive Team meetings</li> <li>2. Participate in development of regional plans, policies, procedures, forms, and materials</li> <li>3. Participate in development of annual SIIS grant application</li> <li>4. Participate in development of supplemental regional grant applications</li> </ol>	<p>As scheduled Ongoing</p> <p>Annual</p> <p>As needed</p>	<p>Meeting minutes Meeting minutes, regional and local planning documents</p> <p>Written submission of grant content</p> <p>Written submission of grant content</p>
Recruit and deploy a minimum of eight (8) new providers in the County of Orange jurisdiction	<ol style="list-style-type: none"> <li>1. Conduct demonstrations for interested providers</li> <li>2. Identify potential barriers to participation and develop action plan to address barriers</li> <li>3. Develop local deployment plans and timelines</li> <li>4. Conduct programmatic and technical site assessments</li> <li>5. Coordinate/conduct technical site assessments</li> <li>6. Ensure providers meet all programmatic and technical requirements prior to deployment</li> <li>7. Coordinate data migration process</li> <li>8. Schedule user training</li> <li>9. Schedule deployment date and coordinate deployment activities</li> <li>10. Provide on-site day-of-deployment support</li> </ol>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Monthly Report</p> <p>Monthly Report</p> <p>Monthly Report</p> <p>Programmatic and Technical Site Assessment tools</p> <p>Technical Site Assessment tool</p> <p>Deployment Checklists</p> <p>Data migration checklist</p> <p>Training calendar</p> <p>Deployment Calendar/Deployment Checklists</p> <p>Monthly Report</p>

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006 COUNTY OF ORANGE HEALTH CARE AGENCY JULY 1, 2005 through JUNE 30, 2006
--

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>REQUESTED BUDGET</u>
Program Coordinator	1	50.0%	\$4,090 - \$4,699	21,146
Systems/Programmer Analyst II	1	10.0%	\$4,697 - \$6,333	5,700
Total Staff Costs				<u>\$26,846</u>
FRINGE BENEFITS @			24.12%	<u>6,476</u>
TOTAL PERSONNEL COSTS				<u>\$33,322</u>
<u>OPERATING EXPENSES</u>				
Services and Supplies				300
Health Education Materials				0
Travel				1,871
Subcontracts				0
TOTAL OPERATING EXPENSES				<u>2,171</u>
TOTAL BUDGET COSTS				<u><u>35,493</u></u>

ADDITIONAL PROVISIONS

LOS ANGELES COUNTY REGIONAL  
IMMUNIZATION REGISTRY SERVICES AGREEMENT  
ORANGE COUNTY HEALTH CARE AGENCY

ADDITIONAL PROVISIONS

LOS ANGELES COUNTY REGIONAL  
IMMUNIZATION REGISTRY SERVICES AGREEMENT  
ORANGE COUNTY HEALTH CARE AGENCY

TABLE OF CONTENTS

Paragraph No.	Title	Page AP-No.
1.	ADMINISTRATION	1
2.	FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3.	NONDISCRIMINATION IN SERVICES	3
4.	NONDISCRIMINATION IN EMPLOYMENT	5
5.	FAIR LABOR STANDARDS ACT	8
6.	EMPLOYMENT ELIGIBILITY VERIFICATION	8
7.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	9
8.	STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	10
9.	UNLAWFUL SOLICITATION	10
10.	RECORDS AND AUDITS	11
11.	REPORTS	16
12.	CONFIDENTIALITY	16
13.	CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	17
14.	COMPLIANCE WITH JURY DUTY SERVICE PROGRAM	18
15.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	21
16.	INDEPENDENT CONTRACTOR STATUS	22

<u>Paragraph No.</u>	<u>Title</u>	<u>Page AP-No.</u>
17.	REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC")	23
18.	CHILD SUPPORT COMPLIANCE PROGRAM	23
19.	SAFELY SURRENDERED BABY LAW	24
20.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	25
21.	PURCHASES	25
22.	RETURN OF COUNTY MATERIALS	28
23.	USE OF RECYCLED - CONTENT PAPER	28
24.	NOTICE OF DELAYS	28
25.	RESTRICTIONS ON LOBBYING	29
26.	CONFLICT OF INTEREST	29
27.	COUNTY'S QUALITY ASSURANCE PLAN	30
28.	TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS AND CONVENIENCE	31
29.	CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER	36
30.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	36
31.	SOLICITATION OF BIDS OR PROPOSALS	39
32.	GOVERNING LAWS, JURISDICTION, AND VENUE	39
33.	WAIVER	40
34.	SEVERABILITY	40



ADDITIONAL PROVISIONS

LOS ANGELES COUNTY REGIONAL  
IMMUNIZATION REGISTRY SERVICES AGREEMENT  
ORANGE COUNTY HEALTH CARE AGENCY

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying

1

any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying

for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for

employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color,

religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

D. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

E. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to

determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and



regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against

Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance

hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this

Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when

requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-

Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with

a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability

for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.



13. CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify DHS Environmental Health personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims,